PIXEL PERFECT PHOTO BOOTH SERVICE CONTRACT

The following contract and its terms will set forth an agreement between Pixel Perfect Photo Booth (Provider) and (the parties), for photo booth services for an event taking place at ______. This written contract sets forth

the full, written intention of both parties and supersedes all other written and/or oral agreements between the parties.

SERVICE PERIOD

The Service Period will be from these times ______ on ______ on ______. We will arrive approximately 1 hour before the service period begins. If you would like us to arrive earlier you will be charged for idle time (see next page). Provider agrees to have a Pixel Perfect Photo Booth operational for a minimum of 80% during this period; occasionally, operations may need to be interrupted for maintenance of the Photo Booth (changing photo paper, adjusting camera, adjusting printer, etc).

Definition of Unlimited Prints: Unlimited prints, per session. 1+ users enable camera shutter and complete a print, users are allowed one

copy each per session. Texting and emailing are unlimited per session as well. Any other requests for prints are at an additional cost.

PAYMENT

A non-refundable retainer in the amount of \$ 50 is due upon signing of this contract. The remaining amount is due on the day of your event. If payment is received after this date, client may be subject to a 10% late penalty fee. If payment is received after the date of your event, you are subject to a late penalty fee of 10% of the balance due PER DAY. We accept checks, Visa, Mastercard, and PayPal.

We do not secure your date on our calendar until the deposit is received.

If the rental time period exceeds the service period agreed to in the invoice below, the overage in rental time will be billed to the operator at the hourly rate of \$200 per hour, billed in half-hour increments of \$100.00. Payment for any overage in time must be paid before additional hours are provided. Client agrees that in addition to any and all other legal rights and remedies Provider may have, Client will pay a \$25.00 fee for any and all returned checks.

ACCESS, SPACE & POWER FOR PHOTO BOOTH

Client will arrange for an appropriate space for the Photo Booth at event's venue. The 2-15 person group photo booth requires a space 10' dee" x 10' wide by 8' tall minimum. <u>Client is responsible for ensuring power is available for the Photo Booth</u>. (110V, 5 amps, 3 prong outlet). Client will also be responsible for protection from the elements ie: moisture, heat, direct sun, rain, wind etc. if outdoor service is requested. The photo booth should not and cannot be in direct, open sunlight for proper light control.

DATE CHANGES & CANCELLATIONS

Any request for a date change must be made in writing at least thirty days in advance of the original event date. Change is subject to photo booth availability and receipt of a new Service Contract. If there is no availability for the alternate date, the retainer shall be forfeited and event canceled. Any cancellation occurring less than thirty days prior to the event date shall forfeit all payments received.

DAMAGE TO PROVIDER'S EQUIPMENT

Client acknowledges that it shall be responsible for any damage or loss to the Provider's Equipment caused by: a) Any misuse of the Provider's Equipment by Client or its guests, or b) Any theft or disaster (including but not limited to fire, flood or earthquake).

INDEMNIFICATION

Client agrees to, and understands the following:

a) Client will indemnify provider against any and all liability related to Client's Event during or after Client's event.b) Client will indemnify Provider from the time of service and on into the future, against any liability associated with Client.

c) Client will indemnify Provider against any and all liability associated with the use of pictures taken within the Photo Booth its representatives, employees or affiliates at Client's event.

MODEL RELEASE OPTION

Client agrees to, and understands the following: All guests using the photo booth hereby give to Pixel Perfect Photo Booth: The right and permission to copyright and use, photographic portraits or pictures of any photo booth user who may be included intact or in part, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose. In addition I, hereby release, discharge and agree to save harmless Chris Jimenez dba Pixel Perfect Photo Booth, from any liability, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.

MISCELLANEOUS TERMS

If any provision of these terms shall be unlawful, void, or for any reason unenforceable under Contract Law, then that provision, or portion thereof, shall be deemed separate from the rest of this contract and shall not affect the validity and enforceability of any remaining provisions, or portions thereof. This is the entire agreement between Provider and Client relating to the subject matter herein and shall not be modified except in writing, signed by both parties. In the event of a conflict between parties, Client agrees to solve any arguments via arbitration. In the event Provider is unable to supply a working photo booth for at least 80% of the Service Period, Client shall be refunded a prorated amount based on the amount of service received. If the printer fails to print out photos on site the Provider will be allowed to give a web site to the client where there guests can log onto and order prints free of charge with free shipping as well as the ability to download the digital files for their own use.

Contact Information

Billing Contact	
Address	
City, State, Zip	
Type of Event	
Cell Phone Contact	
Email address	

Venue Information

Contact	
Company	
Address	
City, State, Zip	
Contact & Phone No.	

Item	Total			
	2 Hours	3 Hours	4 Hours	
Unlimited per session prints				
Color 1-25 Person Open Air Photo Booth	\$	\$	\$	
High Resolution Digital Images Cloud download				Included
Photo Booth location: Indoors Outdoors (protection from the elements is needed and client is responsible for.)				\$100 Canopy Rental
Props/Setup/Breakdown/Custom print template	Included			
Unlimited (per session) text, email of prints, GIFs a	Included			
Additional hours (If you want the booth for more than 4		\$200/hour		
Will meals be provided for the attendants (2)?				
What text would you like on your print?				
What colors would you like on your print?				
Sub-Total				
Payments made via a credit card are subject to a 3.75% Square fee plus \$.3	0			
Total				
Deposit				
Balance Due day of the event				

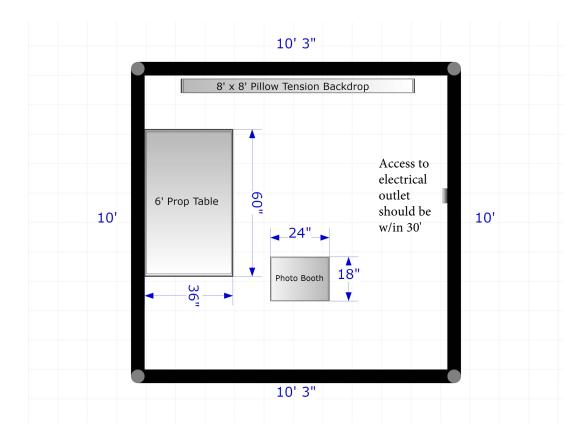
CHECKS SHOULD BE MADE PAYABLE TO: PIXEL PERFECT PHOTO BOOTHS

*WiFi is coming from our HotSpot but not	ack White Red Gold Sequin Silve responsible for poor coverage area. Date	
Please sign, scan and email t	back completed contract with retainer/deposit to:	Chris Jimenez @Chris-Jimenez-1

Venmo @Chris-Jimenez-1 Zelle 619-675-5372Web: www.pixelperfectphotoboothsd.comEmail: pixelperfectsd@gmail.comPhone: 619.675.5372



Minimum Recommended Space is 10' x 10'



Addendum to the Rental Agreement. Signature on prior page also acknowledges the following:

Photo Booth must be indoors protected from the elements and excessive sunlight. Light control is important for the best image output.

If photo booth will be outdoors, as stated in the agreement you are responsible for protective covering ie: structure, large commercial patio umbrellas or canopy. Our canopy is available for an extra \$100 rental fee. If adequate protection is not available and provided we have the right to end contract with 50% of the rental price.

Access to an electrical outlet is required and should be within 30 feet. Our standalone portable electric generator is available for areas without power for an extra \$95 rental fee.

The photo booth will not, under any circumstances, be placed in or on top of dirt, sand, grass, water, mud, or any other non-flat, non-sturdy, or non-solid flooring.

The time reserved includes any idle time. If additional time is required ie: Photo Booth service from 6:00pm-7:00pm then stop for one hour then resume 8:00-10:00pm, the idle time will be billed at a rate of \$100 per hour extra.